## A RESOLUTION

04-R -0145

## BY FINANCE EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN COMMUNITY BUCKHEAD THE WITH **AGREEMENT** IMPROVEMENT DISTRICT FOR THE ACCEPTANCE OF GRANTS FUNDING THE CITY'S PARTICIPATION IN CERTAIN INTERGOVERNMENTAL AGREEMENTS WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION AND THE GEORGIA REGIONAL TRANSPORTATION AUTHORITY IN CONNECTION WITH THE TRANSPORTATION IMPROVEMENT PROGRAM FOR THE PEACHTREE ROAD CORRIDOR; AND AUTHORIZING INTERGOVERNMENTAL OF THE **EXECUTION** THE AGREEMENTS NECESSARY TO IMPLEMENT SUCH PROGRAM SUBJECT TO THE GRANT AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta desires to obtain the maximum benefit from funding made available under the region's Regional Transportation Plan (RTP), the Transportation Improvement Program (TIP) and/or the State Transportation Improvement Program (STIP) programming process; and

WHEREAS, a specific program of funding has been identified by the Georgia Department of Transportation as Project MSL-0004-00(689), P.I. No. 0004689 the Peachtree Road Corridor Project, Project Phase-1, Project Phase-2 and Project Phase-3 (inclusive of PI # 731570, 731560 & 731580) (hereinafter referred to as the "Project"); and

WHEREAS, the Georgia Regional Transportation Authority (hereinafter referred to as "GRTA") has worked cooperatively with the City, the Georgia Department of Transportation (hereinafter referred to as "GDOT") and Buckhead Community Improvement District (hereinafter referred to as "Buckhead CID") and prepared a funding plan for the Peachtree Road Corridor Project through which capital funding will be provided through a State bond program to assist in the implementation of said Project and other Land Transportation Projects; and

WHEREAS, the Project is approved as eligible for funds if the City can provide 20% in matching funds to the Georgia Department of Transportation; and

WHEREAS, matching funding for the Project may only be available for a limited period of time before the matching funds in question may be subject to program changes and allocation to other programs; and

Transportation which will provide for the terms under which any rights of way are to be acquired by the City in order for the construction of the Project to proceed, substantially in the form attached as Exhibit C.

Section 4. That the Mayor is hereby authorized to execute on behalf of the City of Atlanta, an agreement with Buckhead CID which will specify the terms on which Buckhead CID will provide and the City will accept a grant equal to the amount of the 20% local government matching funds for the purpose of funding the City's local match obligation for a portion of MSL-0004-00(689) P.I. No. 0004689, Peachtree Road Corridor Project, Project Phase-1, Project Phase-2 and Project Phase-3 (inclusive of P.I. No. 731570, 731560 and 731580) substantially in the form as attached as Exhibit D. provided however that any terms which bind the City to repayment of all or any part of the grant from Buckhead CID must be approved by further action of this Council. In addition the grant agreement shall provide the role and responsibility of Buckhead CID relative the those roles and responsibilities assumed by the City by virtue of the City's execution of the Intergovernmental Agreement Relating to Land Transportation Projects and the Contract for the Acquisition of Right of Way. After the signing of the grant agreement, no further action of the Council is necessary before any part of the grant is accepted or the terms of the agreement may be acted upon or fulfilled by the City or Buckhead CID.

**Section 5.** The City Attorney be and hereby is directed to negotiate, prepare and/or review the agreements necessary to effect the intent of this resolution provided that such agreements are in compliance with the conditions set forth herein.

A true copy, Runda Daughin Johnson Municipal Clerk, CMC

ADOPTED by the Council APPROVED by the Mayor

FEB 02, 2004 FEB 10, 2004 WHEREAS, the City wishes to enter into a Local Government Project Agreement with the Georgia Department of Transportation in order to allow the City to utilize the funding programmed to the Peachtree Road Corridor Project but currently lacks the funding to allocate the amount necessary to meet the 20% local government match; and

WHEREAS, Buckhead CID has committed to the City that it is willing to enter into a contract with the City to provide funding to the City in an amount equal to the 20% local government match required of the City so that the City can enter into a Local Government Project Agreement with the Georgia Department of Transportation in order to allow the City to utilize the funds presently programmed to the Peachtree Corridor Project; and

WHEREAS, the City wishes to accept the grant from Buckhead CID in an amount equal to the 20% local government match required of the City to fund the City's commitment under the Local Government Project Agreement with the Georgia Department of Transportation and any amounts required to be paid in connection with the Contract for Acquisition of Right of Way in order to allow the City to utilize the funds presently programmed to the Peachtree Road Corridor Project.

NOW THEREFORE, be it resolved by the Council of the City of Atlanta as follows:

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of Atlanta, a Local Government Project Agreement ("LGPA") with the Georgia Department of Transportation, substantially in the form attached as Exhibit A, which will allow the City to provide the local match funding for a transportation improvement project which has been identified by the Georgia Department of Transportation as MSL-0004-00(689), P.I. No. 0004689 the Peachtree Road Corridor Project, Project Phase-1, Project Phase-2 and Project Phase-3 (inclusive of PI # 731570, 731560 and 731580) in order to obtain from the Georgia Department of Transportation the matching federal funds for the construction of the project, provided however that after signing of the LGPA, the City's local match is funded by grants from third parties and no City funds are committed to the project. The City, at its sole discretion, and after further action of this Council, may direct Quality of Life funding to the Peachtree Road Corridor Project but is under no obligation to do so by virtue of this Resolution.

Section 2. That the Mayor is hereby authorized to execute on behalf of the City of Atlanta an Intergovernmental Agreement Relating to Land Transportation Projects with the Georgia Regional Transportation Authority and the Georgia Department of Transportation, substantially in the form attached as Exhibit B, which will provide for capital funding through a State bond program to assist in the implementations of the Peachtree Road Corridor Project, MSL-0004-00(689) P.I. No. 0004689 and will also provide for the respective roles and responsibilities of each of the parties to said agreement concerning implementation of the Project, provided however that no City funds are committed to the project.

Section 3. That the Mayor is hereby authorized to execute on behalf of the City of Atlanta a Contract for Acquisition of Right of Way with the Georgia Department of



#### **AGREEMENT**

#### BETWEEN

## DEPARTMENT OF TRANSPORTATION

## STATE OF GEORGIA

AND

The City of Atlanta, GEORGIA

FOR

## TRANSPORTATION FACILITY IMPROVEMENTS

This AGREEMENT is made and entered into this day of	_, 2003,
by and between the DEPARTMENT OF TRANSPORTATION, an agency of the	State of
Georgia, hereinafter called the "DEPARTMENT", and the City of Atlanta, GEORGIA	A, acting
by and through its Mayor and City Council, hereinafter called the "CITY".	

WHEREAS, the CITY has represented to the DEPARTMENT a desire to improve the transportation facilities described in **Exhibit A**, attached and incorporated herein by reference and hereinafter referred to as the "PROJECTS"; and

WHEREAS, the CITY has represented to the DEPARTMENT a desire to participate in certain activities of the PROJECT as set forth in this AGREEMENT, and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this AGREEMENT.

NOW THEREFORE consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the CITY hereby agree each with the other as follows:

- 1. The CITY shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities as per Exhibit "A", utility relocations, right of way acquisitions as per a future Right of Way Agreement and construction as per a future Construction Agreement. Expenditures incurred by the CITY and eligible for reimbursment by the DEPARTMENT shall not be considered reimbursible to the CITY until execution of this agreement and written notice to proceed for each phase.
- 2. The DEPARTMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities as per Exhibit "A", right of way acquisitions as per a future agreement or construction as per a future construction agreement.
- 3. It is understood and agreed by the DEPARTMENT and the CITY that the funding portion as identified in Exhibit "A" of this agreement only applies to the Preconstruction Engineering Activities. Additional agreements will be required to be executed by the DEPARTMENT and the CITY for the funding portion of subsequent phases.

- 4. The CITY shall be responsible for all costs for the continual maintenance and the continual operations of any and all sidewalks and the grass strip between the curb and gutter and the sidewalk within the PROJECT limits.
- 5. The CITY shall certify that the provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirements of Audits" are complied with in full.
- 6. When applicable engineering invoicing can only be submitted following submittal and acceptance of project milestones. Project milestones are defined as approval of the Concept Report, Completion and verification of the Database Preparation, approval of the Environmental Document, submittal of Preliminary Plans for PFPR, approval of Right of Way plans, and submittal of Final Plans for letting.
- 7. The CITY shall accomplish all of the design activities for the PROJECT. The design activities shall be accomplished in accordance with the DEPARTMENT's Plan Development Process, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Roads and Bridges, the DEPARTMENT's Plan Presentation Guide, PROJECT schedules, and applicable guidelines of the DEPARTMENT. The CITY's responsibility for design shall include, but is not limited to the following items:
  - a. Prepare the PROJECT concept report in accordance with the format used by the DEPARTMENT. The concept for the PROJECT shall be developed to accommodate the future traffic volumes as generated by the CITY as provided for in paragraph 7b and approved by the DEPARTMENT. The concept report shall be

approved by the DEPARTMENT prior to the CITY beginning further development of the PROJECT plans. It is recognized by the parties that the approved concept may be modified by the CITY as required by the DEPARTMENT and reapproved by the DEPARTMENT during the course of design due to public input, environmental requirements, or right of way considerations.

- b. Develop the PROJECT's base year (year facility is expected to be open to traffic) and design year (base year plus 20 years) traffic volumes. This shall include average daily traffic (ADT) and morning (am) and evening (pm) peak hour volumes. The traffic shall show all through and turning movement volumes at intersections for the ADT and peak hour volumes and shall indicate the percentage of trucks expected on the facility.
- c. Validate (check and update) the approved PROJECT concept and prepare a PROJECT Design Book for approval by the DEPARTMENT prior to the beginning of preliminary plans.
- d. Prepare environmental studies, documentation, and reports for the PROJECT that show the PROJECT is in compliance with the provisions of the National Environmental Protection Act or the Georgia Environmental Protection Act, as appropriate to the PROJECT funding and as per Exhibit A. This shall include any and all archaeological, historical, ecological, air, noise, underground storage tanks (UST), and hazardous waste site studies required as well as any environmental reevaluations required. The CITY shall submit to the DEPARTMENT all environmental documents and reports for review and approval by the DEPARTMENT and the FHWA.

- e. Prepare all public hearing and public information displays and conduct all required public hearings and public information meetings in accordance with DEPARTMENT practice.
- f. Perform all surveys, mapping, soil investigation studies and pavement evaluations needed for design of the PROJECT.
- g. Perform all work required to obtain project permits, including, but not limited to, US Army Corps of Engineers 404 and Federal Emergency Management Agency (FEMA) approvals. These efforts shall be coordinated with the DEPARTMENT.
- h. Prepare the PROJECT's drainage design including erosion control plans and the development of the hydraulic studies for the Federal Emergency Management Agency Floodways and acquisition of all necessary permits associated with the drainage design.
- i. Prepare traffic studies, preliminary construction plans including a cost estimate for the Preliminary Field Plan Review, preliminary and final utility plans, preliminary and final right of way plans, staking of the required right of way, and final construction plans including a cost estimate for the Final Field Plan Review, erosion control plans, lighting plans, traffic handling plans, and construction sequence plans and specifications including special provisions for the PROJECT.
- j. Provide certification, by a Georgia Registered Professional Engineer, that the construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT guidelines.
- k. Failure of the CITY to follow the DEPARTMENT's Plan Development Process will jeopardize the use of Federal funds in some or all of the categories outlined in this

AGREEMENT, and it shall be the responsibility of the CITY to make up the loss of that funding.

- 8. All Primary Consultant firms hired by the CITY to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the CITY with a list of prequalified consultant firms in the appropriate area-classes.
- 9. The PROJECT construction and right of way plans shall be prepared in English units.
- 10. All drafting and design work performed on the project shall be done utilizing Microstation and CAiCE software respectively, and shall be organized as per the Department's guidelines on electronic file management.
- 11. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT provided however this review and approval does not relieve the CITY of its responsibilities under the terms of this agreement. The DEPARTMENT will work with the FHWA to obtain all needed approvals with information furnished by the CITY.

- 12. The CITY shall be responsible for the design of all bridge(s) and preparation of any required hydraulic and hydrological studies within the limits of this PROJECT in accordance with the DEPARTMENT's policies and guidelines. The CITY shall perform all necessary survey efforts in order to complete the design of the bridge(s) and prepare any required hydraulic and hydrological studies. The final bridge plans shall be incorporated into this PROJECT as a part of this AGREEMENT.
- 13. The CITY shall follow the DEPARTMENT's procedures for identification of existing and proposed utility facilities on the PROJECT. These procedures, in part, require all requests for existing, proposed, or relocated facilities to flow through the DEPARTMENT's Project Liaison and the District Utilities Engineer.
- 14. The CITY shall address all railroad concerns, comments, and requirements to the satisfaction of the DEPARTMENT.
- 15. Upon the CITY's determination of the rights of way required for the PROJECT and the approval of the right of way plans by the DEPARTMENT, the necessary rights of way for the PROJECT shall be acquired by the CITY. Right of way acquisition shall be in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. seq., and 49 CFR Part 24, and the rules and regulations of the DEPARTMENT and in accordance with the Contract for the Acquisition of Right of Way to be prepared by the DEPARTMENT and executed between the CITY and the

DEPARTMENT prior to the general encement of any right of way activities. Failure of the CITY to follow these requirements of result in the loss of Federal funding for the PROJECT and it will be the responsibility of the CITY to make up the loss of that funding. All required right of way shall be obtained and cleared of obstructions, including underground storage tanks, prior to advertising the PROJECT for bids. The CITY shall further be responsible for making all changes to the approved right of way plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the right of way or to match actual conditions encountered.

- 16. Upon completion and approval of the PROJECT plans, certification that all needed rights of way have been obtained and cleared of obstructions, and certification that all needed permits for the PROJECT have been obtained by the CITY the PROJECT shall be let for construction as identified in Exhibit "A" of this agreement. The Letting Agency shall be solely responsible for securing and awarding the construction contract for the PROJECT.
  - 17. The CITY shall review and make recommendations concerning all shop drawings prior to submission to the DEPARTMENT. The DEPARTMENT shall have final authority concerning all shop drawings.
  - 18. The CITY agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer diskettes and printouts, and any other data prepared under the terms of this AGREEMENT shall become the property of the DEPARTMENT if required. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The

DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the CITY.

- the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the CITY pursuant to this AGREEMENT. The CITY shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the CITY to address the errors or deficiencies within 30 days shall cause the CITY to assume all responsibility for construction delays caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The CITY shall also be responsible for any claim, damage, loss or expense that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the CITY pursuant to this AGREEMENT.
  - 20. Both the CITY and the DEPARTMENT hereby acknowledge that time is of the essence and both parties shall adhere to the priorities established in the approved Transportation Improvement Program/State Transportation Improvement Program (TIP/STIP) or earlier. Furthermore, all parties shall adhere to the detailed project schedule, as approved by the DEPARTMENT. In the completion of respective commitments contained herein, if a change in the schedule is needed, the DEPARTMENT shall have final authority. If, for any reason, the CITY does not produce acceptable deliverables at the milestone dates defined in the current TIP/STIP, or in the approved schedule, the DEPARTMENT reserves the right to

delay the project's implementation until funds can be re-identified for construction or right of way, as applicable.

21. This AGREEMENT is made and entered into in FULTON COUNTY, Georgia, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

#### Atlanta City Council

#### Regular Session

CONSENT I PGS 1-14 EXCEPT; 04-R-0185, 04-R-0186
ADOPT

YEAS: 14
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 2
EXCUSED: 0
ABSENT 0

Y Smith Y Archibong Y Moore Y Mitchell Y Starnes Y Fauver Y Martin Y Norwood Y Young Y Shook Y Maddox NV Willis Y Winslow Y Muller Y Boazman NV Woolard

	2-02-4 Council Meeting	
ITEMS ADOPTED ON	ITEMS ADOPTED ON	
CONSENT	CONSENT	
1. 04-O-0033	41. 04-R-0088	
2. 04-O-0037	42. 04-R-0089	
3. 04-O-0151	43. 04-R-0090	
4. 04-O-0159	44. 04-R-0091	
5. 04-O-0153	45. 04-R-0092	
6. 04-R-0176	46. 04-R-0093	
7. 04-R-0133	47. 04-R-0094	
8. 04-R-0178	ITEMS ADVERSED	
9. 04-R-2123	ON CONSENT	
10. 04-R-0135	48. 04-R-0096	
11. 04-R-0136	49. 04-R-0097	
12. 04-R-0137	50. 04-R-0098	
13. 04-R-0138	51. 04-R-0099	
14. 04-R-0139	52. 04-R-0100	
15. 04-R-0145	53. 04-R-0101	
16. 04-R-0146	54. 04-R-0102	
17. 04-R-0147	<b>55.</b> 04-R-0103	
18. 04-R-0148	56. 04-R-0104	
19. 04-R-0149	57. 04-R-0105	
20. 04-R-0150	58. 04-R-0106	
21. 04-R-0154	59. 04-R-0107	
22. 04-R-0160	60. 04-R-0108	
23. 04-R-0161	61. 04-R-0109	
24. 04-R-0162	62. 04-R-0110	
25. 04-R-0164	63. 04-R-0111	
26. 04-R-0184	64. 04-R-0112	
27. 04-R-0140	65. 04-R-0113	
28. 04-R-0170	66. 04-R-0114	
29. 04-R-0076	67. 04-R-0115	
30. 04-R-0077	68. 04-R-0116	
31. 04-R-0078	69. 04-R-0117	
32. 04-R-0079	70. 04-R-0118	
33. 04-R-0080	71. 04-R-0119	
34. 04-R-0081	72. 04-R-0120	
35. 04-R-0082	73. 04-R-0121	
36. 04-R-0083	74. 04-R-0122	
37. 04-R-0084	75. 04-R-0123	
38. 04-R-0085	76. 04-R-0124	
39. 04-R-0086		
40. 04-R-0087		

# LARGE ATTACHMENT:

DOCUMENT(S),

MANUAL(S)

OR

MAP(S)

NOT COPIED,

PULL ORIGINAL FOR COPY OR TO VIEW

#### AGREEMENT; EXECUTION CORRIDOR; GRANTS BUCKHEAD COMMUNITY IMPROVEMENT A RESOLUTION AUTHORIZING THE MAYOR BY FINANCE EXECUTIVE COMMITTEE A RESOLUTION PURPOSES. PROGRAM SUBJECT NECESSARY INTERGOVERNMENTAL PROGRAM FOR THE PEACHTREE ROAD TRANSPORTATION REGIONAL TRANSPORTATION AUTHORITY TRANSPORTATION AND WITH THE GEORGIA DEPARTMENT OF INTERGOVERNMENTAL PARTICIPATION DISTRICT TO EXECUTE AN AGREEMENT WITH THE **Date Referred** Referred To: Referred To: Date Referred Refferred To: **Date Referred** REGULAR REPORT REFER **CONSENT REFER** PERSONAL PAPER REFER ADVERTISE & REFER 1st ADOPT 2nd READ & REFER (Do Not Write Abbve This Line) CONNECTION FOR THE FUNDING AND d AND AUTHORIZING IMPLEMENT TO THE 9 ACCEPTANCE THE FOR THE HTIW IMPROVEMENT AGREEMENTS AGREEMENTS GEORGIA CERTAIN CITY'S OTHER GRANT SUCH THE THE THE Q Fav, Adv, Hold (see rev. side) Fav, Adv, Hold (see rev. side) Chair Referred To Committee Date Sommetige of ADOPTED BY FEB 0 2 2004 Committee Members Members COUNCIL Refer To Refer To Other Action Other Action Chair Date Paig 8-0 Shartown hus First Reading Fav, Adv, Hold (see rev. side) Fav, Adv, Hold (see rev. side) Committee Committee Members Members Refer To Refer To Action Action Other Chair Other Chair Date Date □ 2nd ☑ Consent A Proposition FINAL COUNCIL ACTION FEB 0 2 2004 CERTIFIED ☐ 1st & 2nd Readings □ V Vote **\_** (~2

D'AC Vote

□ 3rd